
**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Release of the Maintenance Bonds for Lake Forest Sections 13A, 16, 17 and 19

DEPARTMENT: Environmental Services

DIVISION: Business Office

AUTHORIZED BY: John Cirello

CONTACT: Becky Noggle

EXT: 2143

MOTION/RECOMMENDATION:

Approve release of the Water & Sewer Maintenance Bonds for the following 4 sections of Lake Forest Projects:

Lake Forest 13A Bond #5011749 \$ 5,914.22
Lake Forest 16 Bond #B21861173 \$30,546.03
Lake Forest 17 Bond #5005296 \$ 6,668.70
Lake Forest 19 Bond #5009082 \$ 2,008.40

District 5 Brenda Carey

Bob Briggs

BACKGROUND:

The following projects have satisfactorily completed the two (2) year maintenance inspection by the Water & Sewer Division: Release Maintenance Bond #5011749 dated 2/11/05 (Orlando Lake Forest Joint Venture) in the amount of \$5,914.22 for water and sewer which was accepted by submission memorandum into County Records for the project known as Lake Forest 13A; Maintenance Bond #B21861173 dated 1/11/03 (Orlando Lake Forest Joint Venture) in the amount of \$30,546.03 for water and sewer which was accepted by submission memorandum into County Records for the project known as Lake Forest 16; Maintenance Bond #5005296 dated 12/05/03 (Orlando Lake Forest Joint Venture) in the amount of \$6,668.70 for water and sewer which was accepted by submission memorandum into County Records for the project known as Lake Forest 17; and, Maintenance Bond #5009082 dated 4/12/04 (Orlando Lake Forest Joint Venture) in the amount of \$2,008.40 for water and sewer which was accepted by submission memorandum into County Records for the project known as Lake Forest 19.

STAFF RECOMMENDATION:

Staff recommends the Board approve release of the Water & Sewer Maintenance Bonds for the following 4 sections of Lake Forest:

Lake Forest 13A	Bond #5011749	\$ 5,914.22
Lake Forest 16	Bond #B21861173	\$30,546.03
Lake Forest 17	Bond #5005296	\$ 6,668.70
Lake Forest 19	Bond #5009082	\$ 2,008.40

ATTACHMENTS:

1. Copies of all four Maint Bonds

Additionally Reviewed By: No additional reviews



10172 Linn Station Road
Louisville, Kentucky 40223
(502) 426-4800

May 24, 2007

Ms. Becky Noggle
Seminole County Environmental Services Dept.
500 W. Lake Mary Blvd.
Sanford, FL 32773

RE: Project Name: Lake Forest 13A
Bond #5011749
Amount: \$5,914.22
District #5

Project Name: Lake Forest 17
Bond #5005296
Amount: \$6,668.70
District #5

Project Name: Lake Forest 16
Bond #B21861173
Amount: \$30546.03
District #5

Project Name: Lake Forest 19
Bond #5009082
Amount: \$2,008.40
District #5

Dear Ms. Noggle:

Enclosed please find four letters that I received from David Jackson approving the release of the above-referenced bonds. I am requesting that the bonds be placed on the docket of the next available meeting of the Board of County Commissioners. Please let me know the date of the meeting once the bonds have been placed on the docket. You can either e-mail me at jburns@ntsdevco.com or call me at (502) 429-9888, ext. 323 should you have any questions.

Thank you for your assistance with this matter.

Sincerely,

Jannette Burns
Legal Assistant

/jb
Enclosure

ENVIRONMENTAL SERVICES DEPARTMENT

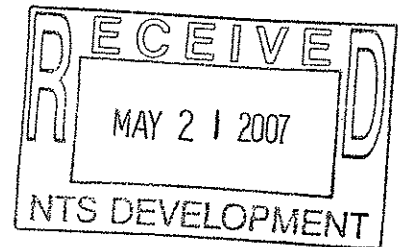


May 4, 2007

Orlando Lake Forest Joint Venture
10172 Linn Station Rd
Louisville, KY 4223

Re: Maintenance Bond

MAY 21 2007



Project Name: Lake Forest 13A
Bond# 5011749
Amount: \$5,914.22
District #5

To Whom It May Concern:

Pursuant to Seminole County's Land Development Code (LDC) requirements, Chapter 35, Part 8, Sec. 35.902 (H) (1,2) the County conducted an inspection of the referenced project on **05/04/07** to insure that any maintenance problems or design deficiencies which manifested themselves during the maintenance period were addressed prior to expiration of the Bond.

As of **05/04/07**, the Seminole County Water and Sewer Inspector found no deficiencies. Therefore, the above mentioned Maintenance Bond may be released as required by the Land Development Code.

JB → Please send request for release of Bond on your letterhead to Becky Noggle, 500 W Lake Mary Blvd., Sanford, FL 32773. LOC/Bonds are to be released by the Board of County Commissioners through a Regular Board Session.

If you have any questions, please contact Becky Noggle @ 407-665-2143.

Sincerely,

David Jackson
Sr. Utilities Inspector

c: Project File

*NR 5/21/07
cc: Howard, [unclear]*

ENVIRONMENTAL SERVICES DEPARTMENT



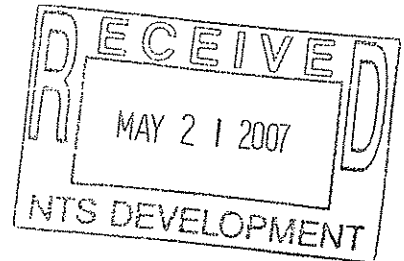
May 4, 2007

Orlando Lake Forest Joint Venture
10172 Linn Station Rd
Louisville, KY 4223

Re: Maintenance Bond

Project Name: Lake Forest 16
Bond# B21861173
Amount: \$3546.03
District #5

MAY 21 2007



To Whom It May Concern:

Pursuant to Seminole County's Land Development Code (LDC) requirements, Chapter 35, Part 8, Sec. 35.902 (H) (1,2) the County conducted an inspection of the referenced project on **5/24/05** to insure that any maintenance problems or design deficiencies which manifested themselves during the maintenance period were addressed prior to expiration of the Bond.

As of **5/24/05**, the Seminole County Water and Sewer Inspector found no deficiencies. Therefore, the above mentioned Maintenance Bond may be released as required by the Land Development Code.

JO → Please send request for release of Bond on your letterhead to Becky Noggle, 500 W Lake Mary Blvd., Sanford, FL 32773. LOC/Bonds are to be released by the Board of County Commissioners through a Regular Board Session.

If you have any questions, please contact Becky Noggle @ 407-665-2143.

Sincerely,

David Jackson
Sr. Utilities Inspector

c: Project File

MC 5/21/07
cc: Howard; Mues

ENVIRONMENTAL SERVICES DEPARTMENT



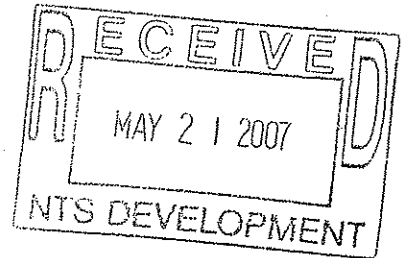
May 4, 2007

Orlando Lake Forest Joint Venture
10172 Linn Station Rd
Louisville, KY 4223

Re: Maintenance Bond

Project Name: Lake Forest 17
Bond# 5005296
Amount: \$6,668.70
District #5

MAY 21 2007



To Whom It May Concern:

Pursuant to Seminole County's Land Development Code (LDC) requirements, Chapter 35, Part 8, Sec. 35.902 (H) (1,2) the County conducted an inspection of the referenced project on **11/23/05** to insure that any maintenance problems or design deficiencies which manifested themselves during the maintenance period were addressed prior to expiration of the Bond.

As of **11/23/05**, the Seminole County Water and Sewer Inspector found no deficiencies. Therefore, the above mentioned Maintenance Bond may be released as required by the Land Development Code.

379 → Please send request for release of Bond on your letterhead to Becky Noggle, 500 W Lake Mary Blvd., Sanford, FL 32773. LOC/Bonds are to be released by the Board of County Commissioners through a Regular Board Session.

If you have any questions, please contact Becky Noggle @ 407-665-2143.

Sincerely,

David Jackson
Sr. Utilities Inspector

c: Project File

MC 5/21/07
CC: Howard i 10/25/05

ENVIRONMENTAL SERVICES DEPARTMENT



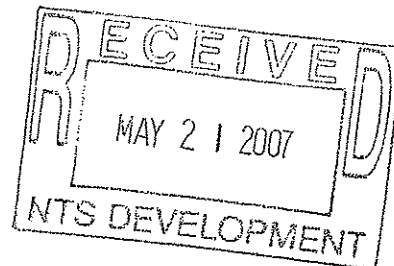
May 4, 2007

Orlando Lake Forest Joint Venture
10172 Linn Station Rd
Louisville, KY 4223

Re: Maintenance Bond

Project Name: Lake Forest 19
Bond# 5009082
Amount: \$2,008.40
District #5

MAY 21 2007



To Whom It May Concern:

Pursuant to Seminole County's Land Development Code (LDC) requirements, Chapter 35, Part 8, Sec. 35.902 (H) (1,2) the County conducted an inspection of the referenced project on **11/23/05** to insure that any maintenance problems or design deficiencies which manifested themselves during the maintenance period were addressed prior to expiration of the Bond.

As of **11/23/05**, the Seminole County Water and Sewer Inspector found no deficiencies. Therefore, the above mentioned Maintenance Bond may be released as required by the Land Development Code.

50 → Please send request for release of Bond on your letterhead to Becky Noggle, 500 W Lake Mary Blvd., Sanford, FL 32773. LOC/Bonds are to be released by the Board of County Commissioners through a Regular Board Session.

If you have any questions, please contact Becky Noggle @ 407-665-2143.

Sincerely,

David Jackson
Sr. Utilities Inspector

c: Project File

ML 5/21/07
CC: HOWARD T. BARNES

ENVIRONMENTAL SERVICES DEPARTMENT



May 4, 2007

Orlando Lake Forest Joint Venture
10172 Linn Station Rd
Louisville, KY 4223

Re: Maintenance Bond

Project Name: Lake Forest 13A
Bond# 5011749
Amount: \$5,914.22
District #5

To Whom It May Concern:

Pursuant to Seminole County's Land Development Code (LDC) requirements, Chapter 35, Part 8, Sec. 35.902 (H) (1,2) the County conducted an inspection of the referenced project on **05/04/07** to insure that any maintenance problems or design deficiencies which manifested themselves during the maintenance period were addressed prior to expiration of the Bond.

As of **05/04/07**, the Seminole County Water and Sewer Inspector found no deficiencies. Therefore, the above mentioned Maintenance Bond may be released as required by the Land Development Code.

Please send request for release of Bond on your letterhead to Becky Noggle, 500 W Lake Mary Blvd., Sanford, FL 32773. LOC/Bonds are to be released by the Board of County Commissioners through a Regular Board Session.

If you have any questions, please contact Becky Noggle @ 407-665-2143.

Sincerely,

David Jackson
Sr. Utilities Inspector

c: Project File

MAINTENANCE BOND FOR WATER AND SEWER FACILITIES

#5011749

KNOW ALL MEN BY THESE PRESENTS:

That we **ORLANDO LAKE FORET JOINT VENTURE**, whose address is 10172 Linn Station Rd., Louisville, KY 40223, hereinafter referred to as "PRINCIPAL" and **Bond Safeguard Insurance Company**, 1919 S. Highland Ave., Bldg A, Ste 300, Lombard, IL 60148, hereinafter referred to as "SURETY" are held firmly bound unto Seminole County, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the COUNTY in the sum of **Five Thousand Nine Hundred Fourteen Dollars and 22/100 (\$5,914.22)** for the payment of which we bind ourselves, heirs, executors, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS PRINCIPAL has constructed certain improvements, including water and sewer facilities and other appurtenances in that certain subdivision described as **Section 13A**, a plat of which is recorded in Plat Book 65, Pages 19 - 20, Public Records of Seminole County, Florida; and

WHEREAS, the aforesaid improvements were made pursuant to certain plans and specifications dated 200, and filed with the Department of Public Works of Seminole County; and

WHEREAS, PRINCIPAL is obligated to protect the COUNTY against any defects resulting from faulty materials or workmanship of said improvements and to maintain said improvements for a period of two (2) years from February 11, 2005.

NOW THEREFORE, the condition of this obligation is such that if PRINCIPAL shall promptly and faithfully protect the COUNTY against any defects resulting from faulty materials or workmanship of the aforesaid improvements and maintain said improvements for a period of two (2) years from February 11, 2005, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The Department of Public Works shall notify the PRINCIPAL in writing of any defect for which the PRINCIPAL is responsible and shall specify in said notice a reasonable period of time within which PRINCIPAL shall have to correct said defect. The SURETY unconditionally covenants and agrees that if the PRINCIPAL fails to perform, within the time specified, the SURETY, upon 30 days written notice from COUNTY, or its authorized agent or officer, of the default will forthwith correct such defect or defects and pay the cost thereof, including, but not limited to engineering, legal and contingent cost. Should the SURETY fail or refuse to correct said defects, the COUNTY, in view of the public interest, health, safety, welfare and factors involved, and the consideration in approving and filing the said plat shall have the right to resort to any and all legal remedies against the PRINCIPAL and SURETY and either, both at law and in equity, including specifically, specific performance to which the PRINCIPAL and SURETY unconditionally agree.

The PRINCIPAL and SURETY further jointly and severally agree that the COUNTY at its option, shall have the right to correct said defects resulting from faulty materials or workmanship, or, pursuant to public advertisement and receipt of bids, caused to be corrected any defects or said defects in case the PRINCIPAL shall fail or refuse to do so, and in the event the COUNTY should exercise and give effect to such right, the PRINCIPAL and the SURETY shall be jointly and severally hereunder to reimburse the COUNTY the total cost thereof, including, but not limited to, engineering, legal and contingent cost, together with any damages either direct or consequent which may be sustained on account of the failure of the PRINCIPAL to correct said defects.

IN WITNESS WHEREOF, the Principal and the Surety have executed these presents this the 15th day of November, ~~2003~~, 2004

Address:

10172 Linn Station Road
Louisville, KY 40223

Orlando Lake Forest Joint Venture
By: Orlando Lake Forest, Inc., Managing General Partner

By: [Signature] V.P.
(if corporation)

ATTEST: [Signature] Its Secretary
(if corporation)
SEAL

Address:

2307 River Road, Suite 200
Louisville, KY 40206

Bond Safeguard Insurance Company
Surety

By: [Signature]
Mirtie F. Henry Its Attorney-in-Fact

ATTEST: [Signature]

POWER OF ATTORNEY
Bond Safeguard INSURANCE COMPANY

AO 19677

KNOW ALL MEN BY THESE PRESENTS, that **BOND SAFEGUARD INSURANCE COMPANY**, an Illinois Corporation with its principal office in Lombard, Illinois, does hereby constitute and appoint:

John B. Manus, Linda Gibson, Mary E. Joseph, Megan Kaelin, Tammy Masterson,
Brook T. Smith, Kathy Hobbs, Raymond M. Hundley, Jason D. Cromwell, James H. Martin, Sandra F. Harper, Myrtie F. Henry, Julie Radican

as true and lawful Attorney(s)-in-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **BOND SAFEGUARD INSURANCE COMPANY** on the 7th day of November, 2001 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-in-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond, \$ 2,500,000.00 Two Million Five Hundred Thousand Dollars

which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-in-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-in-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Vice President, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **BOND SAFEGUARD INSURANCE COMPANY** has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 7th day of November, 2001.



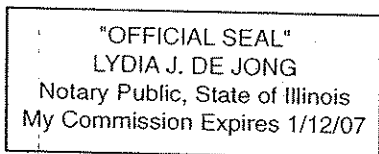
BOND SAFEGUARD INSURANCE COMPANY

BY

David E. Campbell
President

ACKNOWLEDGEMENT

On this 7th day of November, 2001, before me, personally came David E. Campbell to me known, who being duly sworn, did depose and say that he is the President of **BOND SAFEGUARD INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



Lydia J. DeJong
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **BOND SAFEGUARD INSURANCE COMPANY**, An Illinois Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Lombard, Illinois this 15th Day of November, 2004



Donald D. Buchanan
Secretary

MAINTENANCE BOND FOR WATER AND SEWER FACILITIES

KNOW ALL MEN BY THESE PRESENTS:

B21861173

That we ORLANDO LAKE FORET JOINT VENTURE, whose address is 10172 Linn Station Rd., Louisville, KY 40223, hereinafter referred to as "PRINCIPAL" and Gulf Insurance Company, whose address is Long Grove, IL 60049, hereinafter referred to as "SURETY" are held firmly bound unto Seminole County, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the COUNTY in the sum of \$ Thirty Thousand Five Hundred Forty Six Dollars and 01/100 (\$30,546.01) for the payment of which we bind ourselves, heirs, executors, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS PRINCIPAL has constructed certain improvements, including water and sewer facilities and other appurtenances in that certain subdivision described as Section 16, a plat of which is recorded in Plat Book 60, Pages 72 through 75, Public Records of Seminole County, Florida; and

WHEREAS, the aforesaid improvements were made pursuant to certain plans and specifications dated _____, 2002, and filed with the Department of Public Works of Seminole County; and

WHEREAS, PRINCIPAL is obligated to protect the COUNTY against any defects resulting from faulty materials or workmanship of said improvements and to maintain said improvements for a period of two (2) years from January 17, 2003.

NOW THEREFORE, the condition of this obligation is such that if PRINCIPAL shall promptly and faithfully protect the COUNTY against any defects resulting from faulty materials or workmanship of the aforesaid improvements and maintain said improvements for a period of two (2) years from January 17, 2003, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The Department of Public Works shall notify the PRINCIPAL in writing of any defect for which the PRINCIPAL is responsible and shall specify in said notice a reasonable period of time within which PRINCIPAL shall have to correct said defect. The SURETY unconditionally covenants and agrees that if the PRINCIPAL fails to perform, within the time specified, the SURETY, upon 30 days written notice from COUNTY, or its authorized agent or officer, of the default will forthwith correct such defect or defects and pay the cost thereof, including, but not limited to engineering, legal and contingent cost. Should the SURETY fail or refuse to correct said defects, the COUNTY, in view of the public interest, health, safety, welfare and factors involved, and the consideration in approving and filing the said plat shall have the right to resort to any and all legal remedies against the PRINCIPAL and SURETY and either, both at law and in equity, including specifically, specific performance to which the PRINCIPAL and SURETY unconditionally agree.

The PRINCIPAL and SURETY further jointly and severally agree that the COUNTY at its option, shall have the right to correct said defects resulting from faulty materials or workmanship, or, pursuant to public advertisement and receipt of bids, caused to be corrected any defects or said defects in case the PRINCIPAL shall fail or refuse to do so, and in the event the COUNTY should exercise and give effect to such right, the PRINCIPAL and the SURETY shall be jointly and severally hereunder to reimburse the COUNTY the total cost thereof, including, but not limited to, engineering, legal and contingent cost, together with any damages either direct or consequent which may be sustained on account of the failure of the PRINCIPAL to correct said defects.

IN WITNESS WHEREOF, the Principal and the Surety have executed these presents this the 20th day of Sept, 2002.

Address:

Orlando Lake Forest Joint Venture
By: Orlando Lake Forest, Inc., Managing General Partner

By: [Signature], Its Vice President
(If corporation)

ATTEST: [Signature] Its Secretary
(If corporation)
SEAL

Address:

P. O. Box 98
Louisville, KY 40201-0098

Gulf Insurance Company
Surety

By: [Signature]
Its Attorney-in-Fact
Raymond M. Hundley

ATTEST: [Signature]

**GULF INSURANCE COMPANY
HARTFORD, CONNECTICUT
POWER OF ATTORNEY**

ORIGINALS OF THIS POWER OF ATTORNEY ARE PRINTED ON BLUE SAFETY PAPER WITH TEAL INK.

KNOW ALL MEN BY THESE PRESENTS: That the Gulf Insurance Company, a corporation duly organized under the laws of the State of Connecticut, having its principal office in the city of Irving, Texas, pursuant to the following resolution, adopted by the Finance & Executive Committee of the Board of Directors of the said Company on the 10th day of August, 1993, to wit:

"RESOLVED, that the President, Executive Vice President or any Senior Vice President of the Company shall have authority to make, execute and deliver a Power of Attorney constituting as Attorney-in-Fact, such persons, firms, or corporations as may be selected from time to time; and any such Attorney-in-Fact may be removed and the authority granted him revoked by the President, or any Executive Vice President, or any Senior Vice President, or by the Board of Directors or by the Finance and Executive Committee of the Board of Directors.

RESOLVED, that nothing in this Power of Attorney shall be construed as a grant of authority to the attorney(s)-in-fact to sign, execute, acknowledge, deliver or otherwise issue a policy or policies of insurance on behalf of Gulf Insurance Company.

RESOLVED, that the signature of the President, Executive Vice President or any Senior Vice President, and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile, and any such powers so executed and certified by facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond and documents relating to such bonds to which they are attached."

Gulf Insurance Company does hereby make, constitute and appoint

**James T. Smith John B. Manus Kathy Hobbs James H. Martin Raymond M. Hundley
Brook T. Smith Jason D. Cromwell**

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred in its name, place and stead, to sign, execute, acknowledge and deliver in its behalf, as surety, any and all bonds and undertakings of suretyship, and to bind Gulf Insurance Company thereby as fully and to the same extent as if any bonds, undertakings and documents relating to such bonds and/or undertakings were signed by the duly authorized officer of the Gulf Insurance Company and all the acts of said attorney(s)-in-fact, pursuant to the authority herein given, are hereby ratified and confirmed.

The obligation of the Company shall not exceed five million (5,000,000) dollars.

IN WITNESS WHEREOF, the Gulf Insurance Company has caused these presents to be signed by any officer of the Company and its Corporate Seal to be hereto affixed.

STATE OF NEW YORK }
COUNTY OF NEW YORK } SS

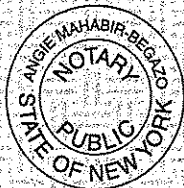



GULF INSURANCE COMPANY

Lawrence P. Minter
Executive Vice President

On this 1st day of October, AD 2001, before me came Lawrence P. Minter, known to me personally who being by me duly sworn, did depose and say: that he resides in the County of Bergen, State of New Jersey; that he is the Executive Vice President of the Gulf Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instruments is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name, thereto by like order.

STATE OF NEW YORK }
COUNTY OF NEW YORK } SS




ANGIE MAHABIR-BEGAZO
Notary Public, State of New York
No. 01MA6019988
Qualified in Kings County
Commission Expires February 16, 2003

I, the undersigned, Senior Vice President of the Gulf Insurance Company, a Connecticut Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force.

Signed and Sealed at the City of New York.



Dated the 20th day of September, 2002


George Biancardi
Senior Vice President

BK 0292 PG 1218

ENVIRONMENTAL SERVICES DEPARTMENT



May 4, 2007

Orlando Lake Forest Joint Venture
10172 Linn Station Rd
Louisville, KY 4223

Re: Maintenance Bond

Project Name: Lake Forest 17
Bond# 5005296
Amount: \$6,668.70
District #5

To Whom It May Concern:

Pursuant to Seminole County's Land Development Code (LDC) requirements, Chapter 35, Part 8, Sec. 35.902 (H) (1,2) the County conducted an inspection of the referenced project on 11/23/05 to insure that any maintenance problems or design deficiencies which manifested themselves during the maintenance period were addressed prior to expiration of the Bond.

As of 11/23/05, the Seminole County Water and Sewer Inspector found no deficiencies. Therefore, the above mentioned Maintenance Bond may be released as required by the Land Development Code.

Please send request for release of Bond on your letterhead to Becky Noggle, 500 W Lake Mary Blvd., Sanford, FL 32773. LOC/Bonds are to be released by the Board of County Commissioners through a Regular Board Session.

If you have any questions, please contact Becky Noggle @ 407-665-2143.

Sincerely,

David Jackson
Sr. Utilities Inspector

c: Project File

MAINTENANCE BOND FOR WATER AND SEWER FACILITIES

Bond 5005296

KNOW ALL MEN BY THESE PRESENTS:

That we ORLANDO LAKE FORET JOINT VENTURE, whose address is 10172 Linn Station Rd., Louisville, KY 40223, hereinafter referred to as "PRINCIPAL" and Bond Safeguard Ins. Company, whose address is P. O. Box 98, Louisville, Ky 40201, hereinafter referred to as "SURETY" are held firmly bound unto Seminole County, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the COUNTY in the sum of Six Thousand Six Hundred Sixty Eight Dollars and 70/100 (\$6,668.70) for the payment of which we bind ourselves, heirs, executors, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS PRINCIPAL has constructed certain improvements, including water and sewer facilities and other appurtenances in that certain subdivision described as Section 17, a plat of which is recorded in Plat Book 62, Pages 88, 89 & 90, Public Records of Seminole County, Florida; and

WHEREAS, the aforesaid improvements were made pursuant to certain plans and specifications dated _____, 2003, and filed with the Department of Public Works of Seminole County; and

WHEREAS, PRINCIPAL is obligated to protect the COUNTY against any defects resulting from faulty materials or workmanship of said improvements and to maintain said improvements for a period of two (2) years from DECEMBER 5, 2003.

NOW THEREFORE, the condition of this obligation is such that if PRINCIPAL shall promptly and faithfully protect the COUNTY against any defects resulting from faulty materials or workmanship of the aforesaid improvements and maintain said improvements for a period of two (2) years from DECEMBER 5, 2003, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The Department of Public Works shall notify the PRINCIPAL in writing of any defect for which the PRINCIPAL is responsible and shall specify in said notice a reasonable period of time within which PRINCIPAL shall have to correct said defect. The SURETY unconditionally covenants and agrees that if the PRINCIPAL fails to perform, within the time specified, the SURETY, upon 30 days written notice from COUNTY, or its authorized agent or officer, of the default will forthwith correct such defect or defects and pay the cost thereof, including, but not limited to engineering, legal and contingent cost. Should the SURETY fail or refuse to correct said defects, the COUNTY, in view of the public interest, health, safety, welfare and factors involved, and the consideration in approving and filing the said plat shall have the right to resort to any and all legal remedies against the PRINCIPAL and SURETY and either, both at law and in equity, including specifically, specific performance to which the PRINCIPAL and SURETY unconditionally agree.

The PRINCIPAL and SURETY further jointly and severally agree that the COUNTY at its option, shall have the right to correct said defects resulting from faulty materials or workmanship, or, pursuant to public advertisement and receipt of bids, caused to be corrected any defects or said defects in case the PRINCIPAL shall fail or refuse to do so, and in the event the COUNTY should exercise and give effect to such right, the PRINCIPAL and the SURETY shall be jointly and severally hereunder to reimburse the COUNTY the total cost thereof, including, but not limited to, engineering, legal and contingent cost, together with any damages either direct or consequent which may be sustained on account of the failure of the PRINCIPAL to correct said defects.

IN WITNESS WHEREOF, the Principal and the Surety have executed these presents this the 8th day of October, 2003.

Address:

10172 Linn Station Road
Louisville, KY 40223

Orlando Lake Forest Joint Venture

By: Orlando Lake Forest, Inc., Managing General Partner

By: [Signature] Its V.P.
(if corporation)

ATTEST: [Signature] Its Secretary
(if corporation)
SEAL

Address:

P. O. Box 98
Louisville, KY 40201

Bond Safeguard Insurance Company

Surety

By: [Signature]
Raymond M. Hundley
Its Attorney-in-Fact

ATTEST: [Signature]

Bond Safeguard INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS, that **BOND SAFEGUARD INSURANCE COMPANY**, an Illinois Corporation with its principal office in Lombard, Illinois, does hereby constitute and appoint: Mary E. Joseph, Sandra F. Harper, Megan Kaelin, James T. Smith, John B. Manus, Linda Gibson, Tammy Masterson, Brook T. Smith, Kathy Hobbs, Raymond M. Hundley, Jason D. Cromwell, James H. Martin

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **BOND SAFEGUARD INSURANCE COMPANY** on the 7th day of November, 2001 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$500,000.00, Five Hundred Thousand Dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Vice President, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **BOND SAFEGUARD INSURANCE COMPANY** has caused this instrument to be signed by its President, and Its Corporate Seal to be affixed this 7th day of November, 2001.



BOND SAFEGUARD INSURANCE COMPANY

BY

David E. Campbell
President

ACKNOWLEDGEMENT

On this 7th day of November, 2001, before me, personally came David E. Campbell to me known, who being duly sworn, did depose and say that he is the President of **BOND SAFEGUARD INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



Janet L. Coppock
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **BOND SAFEGUARD INSURANCE COMPANY**, An Illinois Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Lombard, Illinois this 8th Day of October, 2003



Donald D. Buchanan
Secretary

ENVIRONMENTAL SERVICES DEPARTMENT



May 4, 2007

Orlando Lake Forest Joint Venture
10172 Linn Station Rd
Louisville, KY 4223

Re: Maintenance Bond

Project Name: Lake Forest 19
Bond# 5009082
Amount: \$2,008.40
District #5

To Whom It May Concern:

Pursuant to Seminole County's Land Development Code (LDC) requirements, Chapter 35, Part 8, Sec. 35.902 (H) (1,2) the County conducted an inspection of the referenced project on 11/23/05 to insure that any maintenance problems or design deficiencies which manifested themselves during the maintenance period were addressed prior to expiration of the Bond.

As of 11/23/05, the Seminole County Water and Sewer Inspector found no deficiencies. Therefore, the above mentioned Maintenance Bond may be released as required by the Land Development Code.

Please send request for release of Bond on your letterhead to Becky Noggle, 500 W Lake Mary Blvd., Sanford, FL 32773. LOC/Bonds are to be released by the Board of County Commissioners through a Regular Board Session.

If you have any questions, please contact Becky Noggle @ 407-665-2143.

Sincerely,

David Jackson
Sr. Utilities Inspector

c: Project File

MAINTENANCE BOND FOR WATER AND SEWER FACILITIES

5009082

KNOW ALL MEN BY THESE PRESENTS:

That we ORLANDO LAKE FORET JOINT VENTURE, whose address is 10172 Linn Station Rd., Louisville, KY 40223; hereinafter referred to as "PRINCIPAL" and Bond Safeguard Insurance Company, whose address is Louisville, KY, hereinafter referred to as "SURETY" are held firmly bound unto Seminole County, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the COUNTY in the sum of \$ Two Thousand Eight Dollars and 40/100 (\$2,008.40) for the payment of which we bind ourselves, heirs, executors, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS PRINCIPAL has constructed certain improvements, including water and sewer facilities and other appurtenances in that certain subdivision described as Section 19, a plat of which is recorded in Plat Book 61, Pages 90 through 91, Public Records of Seminole County, Florida; and

WHEREAS, the aforesaid improvements were made pursuant to certain plans and specifications dated September 6, 2002, and filed with the Department of Public Works of Seminole County; and

WHEREAS, PRINCIPAL is obligated to protect the COUNTY against any defects resulting from faulty materials or workmanship of said improvements and to maintain said improvements for a period of two (2) years from February 28, 2003,

NOW THEREFORE, the condition of this obligation is such that if PRINCIPAL shall promptly and faithfully protect the COUNTY against any defects resulting from faulty materials or workmanship of the aforesaid improvements and maintain said improvements for a period of two (2) years from February 28, 2003, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The Department of Public Works shall notify the PRINCIPAL in writing of any defect for which the PRINCIPAL is responsible and shall specify in said notice a reasonable period of time within which PRINCIPAL shall have to correct said defect. The SURETY unconditionally covenants and agrees that if the PRINCIPAL fails to perform, within the time specified, the SURETY, upon 30 days written notice from COUNTY, or its authorized agent or officer, of the default will forthwith correct such defect or defects and pay the cost thereof, including, but not limited to engineering, legal and contingent cost. Should the SURETY fail or refuse to correct said defects, the COUNTY, in view of the public interest, health, safety, welfare and factors involved, and the consideration in approving and filing the said plat shall have the right to resort to any and all legal remedies against the PRINCIPAL and SURETY and either, both at law and in equity, including specifically, specific performance to which the PRINCIPAL and SURETY unconditionally agree.

The PRINCIPAL and SURETY further jointly and severally agree that the COUNTY at its option, shall have the right to correct said defects resulting from faulty materials or workmanship, or, pursuant to public advertisement and receipt of bids, caused to be corrected any defects or said defects in case the PRINCIPAL shall fail or refuse to do so, and in the event the COUNTY should exercise and give effect to such right, the PRINCIPAL and the SURETY shall be jointly and severally hereunder to reimburse the COUNTY the total cost thereof, including, but not limited to, engineering, legal and contingent cost, together with any damages either direct or consequent which may be sustained on account of the failure of the PRINCIPAL to correct said defects.

IN WITNESS WHEREOF, the Principal and the Surety have executed these presents this the 4th day of February, 2004.

Address:

10172 Linn Station Road
Louisville, KY 40223

Orlando Lake Forest Joint Venture
By: Orlando Lake Forest, Inc., Managing General Partner

By: [Signature] Its V.P.
(if corporation)

ATTEST: [Signature] Its Secretary
(if corporation)
SRAL

Address:

2307 River Road, Ste 200
Louisville, Ky 40206

Bond Safeguard Insurance Company

Surety
By: [Signature]
Its Attorney-in-Fact

Raymond M. Hundley

ATTEST: [Signature]

Bond Safeguard INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS, that **BOND SAFEGUARD INSURANCE COMPANY**, an Illinois Corporation with its principal office in Lombard, Illinois, does hereby constitute and appoint:

James T. Smith, John B. Manus, Linda Gibson,
Tammy Masterson, Brook T. Smith, Kathy Hobbs, Raymond M. Hundley, Jason D. Cromwell, James H. Martin

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This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **BOND SAFEGUARD INSURANCE COMPANY** on the 7th day of November, 2001 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$500,000.00, Five Hundred Thousand Dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Vice President, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

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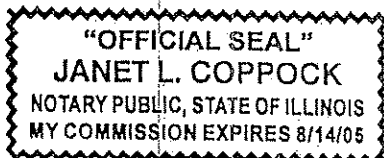
BOND SAFEGUARD INSURANCE COMPANY

BY

David E. Campbell
President

ACKNOWLEDGEMENT

On this 7th day of November, 2001, before me, personally came David E. Campbell to me known, who being duly sworn, did depose and say that he is the President of **BOND SAFEGUARD INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



Janet L. Copdock
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **BOND SAFEGUARD INSURANCE COMPANY**, An Illinois Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Lombard, Illinois this 4th Day of February, 2004



Donald D. Buchanan
Secretary